

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1	OF PAGES 6
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 11/13/2009	4. REQUISITION/PURCHASE REQ. NO. AC-10-00236	5. PROJECT NO. (If applicable)		
6. ISSUED BY FAA, AMQ Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		7. ADMINISTERED BY (If other than Item 6) FOR MORE INFORMATION, CONTACT: Randall L. Bratcher 405-954-8860 randall.bratcher@faa.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) All Offerors		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. DTFAAC-10-R-00236		
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11) 10/29/2009		
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.		
		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)		
*TO BE COMPLETED BY VENDOR IF NOT COMPLETE					
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is ☐ extended ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation on as amended, by one of the following methods:

(a) By completing Item 8 and 15, and returning ____ copies of the amendment; (b) acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hours and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The Screening Information Request (SIR) for Financial Support Services as referenced in block 9 above is hereby amended as follows:

- A. Responses to questions are provided.
- All other terms, conditions, and provisions of the SIR remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

RESPONSES TO QUESTIONS

Question 1: Section L.4 states "If you are not in a position to make an offer on five (5) years, we invite you to submit an offer for one (1) year only."

- a. Under what circumstance would it be advantageous to bid for one (1) year?
- b. Would doing so negatively influence the evaluation?

Response: The contract is to be awarded for a base year and four (4) option years. Award of the contract for the base year does not guarantee award of the option year periods. The option years may be exercised at the discretion of the Government, and the Government fully intends to exercise the options provided that the contractor is performing satisfactorily and funding is available. There is no advantage or disadvantage for offerors that bid only for the base year.

Question 2: Section C.4.2.2 Personnel Qualifications, why is it necessary that the PM has experience as a DPM?

Response: The PM position has a great deal of responsibility, and the duties are very complex. Placing an employee into the position who hasn't been at that level (or DPM level) would not be beneficial. The ESC does not operate like most Government organizations in the funding aspect. The ESC is a 100% franchised organization is of the opinion that a PM would need to gain that experience at the DPM level in order to understand the unique complexities associated with the position.

Question 3: How will the evaluations be conducted, by whom, and how long will this take?

Response: Proposal evaluations will be conducted by Government personnel in accordance with the procedures and processes specified in Section M of the SIR. The duration of the proposal evaluations is variable, is dependent upon the number of proposals received, and is dependent upon whether clarifications, discussions, and/or proposal revisions are required.

Question 4: Section C.8 Phase-In, will the current incumbent be required to assist in the Phase-In activities as stated in Section C.9?

Response: The existing contract contains a Phase-Out requirement similar to the Phase-Out requirement specified in paragraph C.9 of the Statement of Work for this SIR.

Question 5: Does the government expect a minimum of three past performances from the Prime alone or from the Prime and subcontractors, if any?

Response: Offeror's should submit a minimum of three (3) past performance responses for each participant (i.e. prime contractor, sub-contractors) in the proposed approach. Section L.6.3(b)(3) of the SIR will be revised via a subsequent amendment to clarify this requirement.

Question 6: If three relevant and recent past performances are required from the Prime alone, will the government consider relaxing this requirement given this opportunity is 8a set-aside and has a relatively small NAICS code -- relatively small 8a companies will be priming this opportunity?

Response: The requirement for past performance information for three (3) relevant and recent past and present contracts as specified in Section L.6.3(b) of the SIR remains unchanged. See response to Question 5 above.

Question 7: Please confirm if there are a total of (4) key personnel as follows:

- Site/Task Supervisor (I) - one candidate

- Site/Task Supervisor (II) - one candidate
- Program Manager - one candidate
- Deputy Program Manager - one candidate

Response: Paragraph C.4 of the Statement of Work specifies the Key Personnel. The estimated annual hours for all personnel are specified on the Bid Schedule in Section B of the SIR. The number of employees utilized to meet the required estimated annual hours for the personnel is at the discretion of the offeror.

Question 8: Has the level of effort increased or decreased from the current contract? If yes, by how much and in which labor categories?

Response: The level of effort under the new contract is anticipated to be at the same level as is currently in place for the existing contract.

Question 9: What is the deadline for submitting questions to the government?

Response: See Section L.6.1(c) of the SIR.

Question 10: The Statement of Work document includes the term "Site Supervisor"; whereas, Section B includes the term "Task Supervisor." Are they the same? Can you please clarify?

Response: These personnel are the same. The Statement of Work will be revised via a subsequent amendment to clarify this requirement.

Question 11: Will the government accept e-mailed proposals in addition to hand delivered or mailed proposals?

Response: No.

Question 12: Para. C.3.5.1 seems to be missing the remainder of the sentence.

Response: Paragraph C.3.5.1 is the lead-in to paragraph C.3.5.2 as an "either or."

Question 13: Para. C.3.6 states that the Government will provide office space, furnishings, equipment, and supplies for all contractor personnel at field offices. Is the ESC at MMAC considered a field office?

Response: The work is to be performed at the Mike Monroney Aeronautical Center, and the Government will provide the office space, furnishings, equipment, and supplies for all contractor personnel. The Statement of Work will be revised via a subsequent amendment to correct the language.

Question 14: Para. C.4.1.1 states in part that one full-time site supervisor is required for every 20-30 contract employees. Will the government allow a smaller ratio of site supervisor to contractor employee, i.e. 10-15 contract employees to every site supervisor? Also, since the Governments requirement is financial support, is it an over-site that the site supervisors are not required to have 24 hours of accounting or the equivalent?

Response: The Government will not authorize a smaller ratio unless it is thoroughly justified and approved by the CO/COTR. The Task Supervisors provide supervision of employees and do not provide accounting services.

Question 15: C.1(a), page 8 of 61, states "The contractor shall furnish all required labor, facilities and equipment in accordance with the attached Statement (SOW)".... H.8.2-17 requests the contractor to identify all key personnel and facilities....SOW C.3.2 states that all work will be performed at the Mike Monroney Aeronautical Center (MMAC). SOW C.3.6 states that the Government will provide the Contractor office space, furnishings, equipment and supplies for all Contractor personnel assigned at field offices. Please clarify this apparent discrepancy. Is the Contractor required to supply the facilities, equipment and supplies to perform this work of are they supplied by the Government?

Response: The Government will provide the office space, furnishings, equipment, and supplies for all contractor personnel. The Statement of Work will be revised via a subsequent amendment to clarify this requirement.

Question 16: The General Clerk positions and the Accounting Clerk positions are subject to Wage Determination. The only negotiated labor rates are for professional staff (Accountants) and management Staff (Supervisors and Managers). Please explain the purpose and the necessity of including Clause H.2, Direct Hourly Labor Rate (JAN 1997), in the RFP.

Response: The purpose for inclusion of this clause is stated in the first sentence of the clause.

Question 17: Will incumbent Task Supervisors be eligible to transition to the winning contractor? If yes, please explain the requirement to furnish resumes for all of the proposed Task Supervisors as key personnel.

Response: See Section I, Clause 3.6.2-40 of the SIR. Task Supervisors under the existing contract are eligible for employment under the successor contract, but there is not a contractual clause in the existing contract or this SIR requiring the right of first refusal employment for key personnel.

Question 18: RFP Section K.3.1.13-1, page 42 of 61, states that the contractor must have a certified EMVS or a plan to implement one. However, there are no EVM reporting requirements in the RFP. Nor does a Labor-Hour IDIQ type contract lend itself to EVM analysis. Please clarify the reason for this requirement and how it will be used in the performance of this contract.

Response: The SIR will be revised via a subsequent amendment to delete provision 1.13-1 from Section K of the SIR.

Question 19: Page 8, Section C.1 under Scope of Work states “contractor shall furnish all required labor, facilities and equipment to provide Financial Support Services in accordance with the attached SOW. The statement of work only addresses labor, not facilities and equipment. Will there be any facilities and equipment to be provided by winning contractor, if so what are the requirements for them?”

Response: See response to Question 15 above.

Question 20: On page 11 Section F.2 sub-section 3.8.2-22 (Substitution or Addition of Personnel) states that “For the first sixty (60) days of contract performance, the contractor must not substitute personnel for the individuals whose resumes or other personal qualifications were submitted with its offer and that were determined by the CO to be acceptable at the time of contract award, unless such substitutions are because of an individual’s illness, death, or termination of employment” If the award of this contract is delayed beyond the anticipated date, would that be a justifiable reason for substituting personnel?

Response: The duration of the delay would have to be taken into consideration by the Contracting Officer before a variation from the clause could be considered.

Question 21: Under Section H on page 15 subparagraph (e) it states that “The contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards of the job.....All personal protective equipment worn by contractors shall comply with applicable industry standards.” What specific protective equipment will be necessary for contract employees and who provides such equipment (the winning contractor or the FAA)?

Response: Clause H.1 (CLA.0090), Environmental, Safety and Health (July 2008) encompasses all types of work at the Mike Monroney Aeronautical Center. The personal protective equipment required to be worn by contract personnel is stated in the clause to be “....when it is necessary because of the hazards of the job.....” The work requirements specific to this SIR and the associated job hazards are those typically found in an office environment. Sub-paragraph (e) of the clause also states that the contractor is to “provide the equipment and corresponding training, except that which has been specified to be furnished by the FAA.” No specific equipment or corresponding training is specified in the SIR.

Question 22: On page 30 of the RFP in Section 3.6.2-40 (Non-displacement of Qualified Employees), will the winning contractor have access to any type of Employee Evaluations which will assist in determining the qualifications and performance of incumbent personnel (other than management and supervisory employees)?

Response: The existing contract contains a continuity of services clause and a phase-out clause that requires the incumbent contractor's cooperation in change-over to a successor contractor. The existing contract phase-out clause allows the successor contractor access to incumbent employees through the placement of recruitment notices in the FAA's facilities. The existing contract continuity of services clause requires the incumbent contractor to disclose necessary incumbent personnel records and allow the successor contractor to conduct interviews with incumbent personnel in the FAA's facilities.

Question 23: Will incumbent personnel slated to be hired by winning contractor have to be re-investigated for compliance with the risk level associated with their positions? Will their current PIV cards, access control cards and decals necessary to comply with the security associated with access to FAA systems and facilities be acceptable or will these personnel have to go through the investigation process again due to their being employed by a new contractor? Approximately how long will it take to obtain the required security clearances for new key personnel in order for them to effectuate the Phase-in portion of the transition plan?

Response: Incumbent personnel with current PIV cards, access control cards, and decals will not require re-investigation. Current PIV cards, access control cards, and decals for incumbent employees will be acceptable. Typically, security clearances for new personnel should take no longer than two weeks. Temporary access can be given during that process.

Question 24: Section L.6.2 (b)(1) of the RFP states "Past Performance Proposals shall be submitted as separate and complete volumes and tabbed separately for each of the Past Performance Evaluation Factors and Sub-factors outlined elsewhere in this provision...". Does the FAA want to see the past performance information sorted by past performance project or by evaluation factor?

Response: Past performance information should be sorted by project. The SIR will be revised via a subsequent amendment to revise provision L.6.2(b) in Section L of the SIR.

Question 25: Section L.6.3 (a) (1) (B) – Factor 2-The instructions for Sub-factor 2.2 (Administrative Services Expertise) states "The offeror's proposal must describe in detail the administrative services to be provided and the offeror's expertise in providing these services. Would the FAA please clarify what is meant by "Administrative Services"? Does the term Administrative Services include all the Financial Support Services as a whole? Are Administrative Services the same as Financial Support Services identified in the SOW Task 1-4?

Response: The requirements include clerical and accounting services as well as professional services including Accounting, Supervision, and Program Management. These services as a whole provide what is defined as Financial Support Services to the FAA. Administrative Services is defined as those services provided by the contractor in administering the project tasks, workload, personnel, reporting, quality control, personnel supervision, program management, and all other day-to-day activities and requirements necessary to successfully achieve the objectives of the Statement of Work.

Question 26: Reference – SOL page 42 of 61, provision 1.13-1, Notice of Earned Value Management System, and by reference, FAA Acquisition Management Clause, 1.13-2. Pursuant to the referent clauses, an offeror submitting a proposal must either have in place, at contract award, a "certified" EVMS system, or "provide the CO with your plan to create an EVMS that complies with American National Standard ANSI/EIA-748-A before award and implement the system within 90 days after award." Given the likely value of an award being in excess of \$50M, the threshold for a fully compliant EVMS to be certified by OECM and the Government (FAA, in this case), is it reasonable to expect a small business, who may likely have never been required to have an EVMS, to be able to develop a fully-compliant ANSI 748 Plan before award, and moreover, have fully-implemented and audited with 90 days of contract award? Further, pursuant to AMS Policy Guide, and FAA EVM Guide, the occasion for requiring an EVMS is under the guise of a contract involving "development / modernization / enhancement programs" for the

purpose of better managing “complex, high-risk, high-cost, or high-visibility efforts”. It is believed that the work scope for the SIR DTFAAC-10-R-00236 effort is not “development, modernization, or enhancement” in nature, but is more of an operations and maintenance effort, and should not be subjected to an EVMS requirement.

Response: See response to Question 18 above.

Question 27: Will the contract employees be working in more than one building? If so, in which buildings will they be working? Will there be a need for a vehicle?

Response: Current contract employees are located in the following locations: HQ Building, Mod Bldg #257, Mod Bldg #264. AMZ is in the process of obtaining “scooter” type vehicles for those positions that must go to and from the buildings on a frequent basis. However, there is no guarantee that contractor management personnel will have access to the scooter vehicles. Therefore, the contractor should plan to provide their own vehicular transportation as needed.

Question 28: Section L.6.3 (b) 3 refers to Past Performance. Will three past performances be required of all named sub contractors also?

Response: See response to Question 5 above.

Question 29: It seems that all Personnel and Key Personnel only include the project Manager, Deputy Project Manager and Task Supervisors (I and II). Is this correct?

Response: See response to Question 7 above.

Question 30: REF: 3.6.2-40 States that contractor and subcontractor must in good faith offer those employees employed under the predecessor contract a right of first refusal. Since this contract has a large number of SCA/Wage Determination positions, is it the Government’s intent that current salaries which exceed WD minimums must be matched in the “good faith” offer? If the salaries must be matched, what method does the Government provide for equitable adjustment to satisfy this provision since any salaries higher than WD will not be known during bidding?

Response: The SIR (and subsequent contract) does not include an equitable adjustment clause other than what is authorized by Clause 3.6.2-28, Services Contract Act of 1965, As Amended (April 1996), incorporated by reference in Section I of the SIR. Section I Clause 3.6.2-40, Nondisplacement of Qualified Workers (April 2009), addresses the requirements of the successful contractor in regard to the transition of incumbent employees to the successor contract. Neither the clause nor other provisions or clauses of the SIR specifies the amount the offeror must bid or must offer to incumbent employees.

Question 31: On page 42 of SIR on 1.13-1 Notice of Earned Value Management System (March 2006) references “criteria stated in Subparagraph (b) of clause 1.13-2 “EVMS” and that subparagraph / clause seems to be missing. For a small 8(a) business, the requirement to have a certified EVMS or develop a plan for this would likely require more than a few days notice to enact. Can you please quickly provide the criteria or advise on this requirement?

Response: See response to Question 18 above.